

**MAIL TO:**

STATE OF UTAH  
DIVISION OF PURCHASING  
3150 STATE OFFICE BUILDING, CAPITOL HILL  
P.O. BOX 141061  
SALT LAKE CITY, UTAH 84114-1061  
TELEPHONE (801) 538-3026  
<http://purchasing.utah.gov>

**Invitation to Bid**Solicitation Number: **RF4078**Due Date: **11/18/03 @ 2:00 P.M.**

Date Sent: October 30, 2003

Goods and services to be

**REMOVAL OF NON-HAZARDOUS WASTE****Please complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes_____ No_____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH  
DIVISION OF PURCHASING**

**Invitation to Bid**

**Solicitation Number: RF4078**

**Due Date: 11/18/03**

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**Vendor Name:**

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Description
REMOVAL OF NON HAZARDOUS WASTE AS PER THE ATTACHED SPECIFICATIONS.  PRICING SHOULD BE PROVIDED ON THE ATTACHED SHEET UNDER THE SECTION TITLED "COST OF SERVICES".

WITH QUESTIONS REGARDING THE SPECIFICATIONS CONTACT BILL ALLINSON AT (801)576-7653.

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BID PROCESS QUESTIONS (NOT RELATED TO THE SPECIFICATIONS) SHOULD BE DIRECTED TO ROSEMARY FRENCHWOOD AT (801)538-3147.

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THIS IS AN INVITATION TO BID, THEREFORE, YOU MAY EITHER HAND DELIVER OR MAIL IN YOUR BID RESPONSE. BID RESPONSES THAT ARE FAXED IN WILL **NOT** BE CONSIDERED.

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REFERENCE RX#: 410 46-10

## INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

- 1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
- 2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.
- 3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may be reviewed and evaluated by any persons at the discretion of the state.
- 5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must to be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.
- 6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.
- 8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at [www.purchasing.utah.gov](http://www.purchasing.utah.gov)

## **Invitation to Bid (ITB) Waste Removal**

The State of Utah, Department of Corrections (UDC), Division of Institutional Operations (DIO), and the Draper Site Facility in Draper, Utah, initiates this Invitation to Bid (ITB).

The general purpose of this ITB is to provide interested bidders an opportunity to bid for a three-year contract to remove non-hazardous waste from a correctional institution located in, Draper, Utah.

On the next page(s) are listed specific requirements for this service. A copy of the Standard Terms and Conditions (Attachments A and B) that shall be part of any contract resulting from this ITB is also attached. If you have any questions regarding this bid, feel free to contact Bill Allinson at (801) 576-7653 or Donna Hood at (801) 576-7440.

### **Bidding Information**

The proposed contract will be for a period of approximately three years and will become effective **January 4, 2004, and terminate December 31, 2007**, unless a breach of contract occurs or the UDC determines that its priorities have changed or funds have been canceled at which time the contract will be terminated. UDC's continual performance after FY 04 (June 30, 2004) depends on budgeting or availability of funds.

The successful bidder shall function as an independent contractor. A performance bond may be required. All bidders **shall** provide a current copy of their Utah business license and/or professional licensure with the bid. A current copy of the successful bidder's business license shall be maintained with the DIO's representative. A copy of the "Certificate of Insurance" **shall** be provided with the bid for professional liability in the amount not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

The successful bidder shall submit to all security checks that DIO deems necessary including, but not limited to, searches of the person and equipment. Due to the circumstances of the UDC's liability, UDC reserves the right to do an extensive background check for criminal and traffic violations of those servicing this contract who enter DIO property. No one under the age of 18 shall be permitted on property. No person under supervision of the Department of Corrections, i.e., probation, incarcerated or parole status may be employed to participate in the delivery of these services.

All records created and/or maintained as a result of this contract shall be classified in accordance with Government Records Access and Management Act (GRAMA), Chapter 2, Title 63, Utah Code Annotated. The DIO Contract Coordinator shall periodically monitor any resulting contract. The successful bidder is required to cooperate with this monitoring process.

The contract may be awarded based on the initial bids received, without discussion of such bids. Accordingly, each bid should be submitted with the most favorable price, references and services. UDC reserves the right to reject any or all bids received.

All procurements are subject to provisions of the State of Utah, including the Utah Procurement Code and rules promulgated by the State Division of Purchasing. To be paid for services completed under this contract, an invoice detailing services rendered shall be submitted to UDC.

### **Background:**

The mission of the Utah Department of Corrections is protecting our community by enforcing the orders of the court and Board of Pardons. The Department is also dedicated to guiding offenders to become law-abiding citizens through the use of professional and community resources.

The DIO Draper Site is an incarceration facility that the State of Utah operates in Draper, Utah. It normally houses 3500 offenders. Besides the seven major housing units, the institution currently operates two culinary units, laundry services, industries (printing, signage, clothing, furniture, etc.), warehousing services, vehicle maintenance, and facilities maintenance. Also located at the Draper Site are the administrative operations and staff training facilities. Those facilities are in near proximity of the incarceration facility and are located at 14717 Minuteman Drive.

### **Scope of Services:**

The intent of this invitation to bid is to provide removal of non-hazardous waste from Correctional Facilities located at 14425 Bitterbrush Lane and 14717 Minuteman Drive, Draper, Utah, 84020. It is the goal of the Department of Corrections to secure the most efficient and cost effective way to remove non-hazardous waste from a secure facility. Bill Allinson will act as the project officer. You may call or write the project officer to obtain general information regarding this ITB at (801) 576-7653 or 14425 Bitterbrush Lane, Draper, Utah, 84020. The following conditions must be met **at a minimum and addressed in the bid.**

1. Collection – Bidder will provide for non-hazardous waste collection, transportation and disposal for the Division of Institutional Operations correctional facilities located in Draper, Utah, e.g. Timpanogos, Olympus, Lone Peak, Promontory, Uinta, Wasatch, Oquirrh, Fred House Academy and UDC Administrative offices.
2. Collection Schedule – Bidder will adhere to a designated collection schedule. Any deviations to the schedule could result in bidder being detained at the facility and the bidder **will not be reimbursed for time lost** during that time due to non-compliance of collection schedule.

At the present, collection times are between the hours of 5:30 a.m. and 6:30 a.m. for collection inside the perimeter fences, and between the hours of 6:30 a.m. and 8:00 a.m. for collection outside the perimeter fences. With the exception of Christmas and New Year's Day, all holidays that fall on a collection day are to be collected as scheduled. Collections that would fall on Christmas and New Year's Day are made the first working day following the Holiday.

3. Containers – the following is a list of containers currently used at the facilities and approximate usage. Agency may require additional containers on a temporary basis upon notification to the bidder. These containers will be provided and emptied at the same rate bid for those containers used daily at the institution.

<b><u>Container</u></b>	<b><u>Emptied</u></b>
8 3 yard bins	Monday, Wednesday, Friday
19 6 yard bins	Monday, Wednesday, Friday
21 8 yard bins	Monday, Wednesday, Friday
1 30 yard compactor (owned)	Twice per week
1 30-yard compactor (owned)	Once per week
1 30-yard compactor (recycling)	Once per month
2 30 yard roll-off dumpster	On-Call (approx. every other month)
1 30 yard roll-off dumpster	Once per week

**Note:** Bidder must be able to provide leased compactor services upon request. Such service may be needed on a temporary basis or on longer terms while owned compactors are serviced or repaired.

4. Disposal – The bidder shall dispose of all waste in an approved landfill and/or recycle waste that can be recycled. Waste removed from the correctional facilities shall not contain any hazardous, toxic or radioactive waste or substance that violates federal and state laws or regulations.
5. Cleaning – Roll-off compactors currently owned by the UDC shall be steamed cleaned annually and treated with insecticide during the months of May through September.
6. Transportation – Bidder shall provide for the transportation of waste and reusable materials from the institution to landfill or recycling facilities. Bidder shall comply with all county, state and federal regulations and laws governing waste transportation and disposal.
7. Recycling of Reusable Materials - Bidder shall divert reusable material to approved recycling facilities. A recycling system shall be set up to meet each facilities needs. It is requested of each bidder to summarize how this will be facilitated. Currently, cardboard is the only reusable material being diverted to recycling facilities.

Bidder will provide monthly recycling reports to the Contract Monitoring authority. This report will include the amount of reusable materials being diverted to recycling facilities by weight, type of material, and cost of removal from facilities, recycling revenue and landfill savings.

Bidder will provide training for staff to utilize any equipment for facilitating recycling and the recycling implementation processes. Any equipment used, i.e., bailer or compactor, shall not compromise the safety or security of the institution. In addition, space is to be considered, as it is limited.

8. Experience - Bidder will have a **minimum of five (5) years** experience in providing the proposed services to major accounts. Bidder **must** provide a description of the major accounts they have serviced in the last five years, with reference letters from each describing the customer service provided by the bidder.
9. Equipment – At a **minimum** bidder must be able to provide the containers, by ownership or lease, identified in paragraph 3 above. Offer **must** provide a list of containers and trucks available to service the account or proof of the ability to lease the equipment.
10. Subcontracting – At a **minimum** bidder must be able to service without subcontracting the service. Subcontracting may be approved for services in a future satellite location but will be agreed and approved by both parties in writing.

#### **Cost of Services:**

Bidder must respond to the following. Prices should be all inclusive. No additional cost will be paid.

1. Removal/Dump rate per container.

3 yard bins	\$_____per pull
6 yard bins	\$_____per pull
8 yard bins	\$_____per pull
30 yard compactor (owned)	\$_____per pull + landfill
30 yard compactor (recycling)	\$_____per pull
30 yard roll-off dumpster	\$_____per pull + landfill

Current landfill rate \$ \_\_\_\_\_

3. Container lease rates, if any.

30 yard compactor (recycling) \$ \_\_\_\_\_ per \_\_\_\_\_

30 yard roll-off dumpster \$ \_\_\_\_\_ per \_\_\_\_\_

4. Rebate rates per type and weight.

Cardboard \$ \_\_\_\_\_ per \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

Other \_\_\_\_\_ \$ \_\_\_\_\_ per \_\_\_\_\_

## ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **Authority:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
2. **Contract Jurisdiction, Choice of Law, and Venue:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **Laws and Regulations:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **Records Administration:** The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Conflict of Interest:** CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **Contractor, an Independent Contractor:** The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
7. **Indemnity Clause:** The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **Equal Opportunity Clause:** The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **Separability Clause:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **Renegotiation or Modifications:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
11. **Debarment:** The CONTRACTOR certifies that neither it nor its principals are presently



debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

12. **Termination:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **Sales Tax Exemption:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
14. **Warranty:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
15. **Public Information:** Contractor agrees that the contract will be a public document, as to distribution of copies, and Contractor gives the STATE express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation. (Revision date: Apr 24, 2002)

**ATTACHMENT B**  
**UTAH DEPARTMENT OF CORRECTIONS STANDARD TERMS AND CONDITIONS**

**1. Assignment and Delegation:** Neither party shall assign any right or delegate any duty under this contract without the express written and signed consent of the other party.

**2. Attorney's Fees:** If either party brings an action, in law or equity, to compel the performance of, or to recover for the breach of, any agreement, covenant, or promise contained in this contract, the non-prevailing party shall pay the prevailing party's reasonable attorney's fees, the amount of any judgment, and all costs incurred.

**3. Contract Formation:** No legally enforceable rights or duties shall arise between the parties under this contract until: (a) the respective representatives of CONTRACTOR and UDC sign the contract; and (b) the contract is approved and signed by the respective representatives of the UDC Office of Administrative Services, the UDC Bureau of Financial Services, and the State of Utah's Divisions of Purchasing and Finance.

**4. Contractor Access to UDC Facilities:** UDC shall have the right to deny CONTRACTOR'S agents and employees--or the agents and employees of its subcontractors (if any)--access to any premises controlled, held, leased, or occupied by UDC if, in the sole judgment of UDC, such personnel pose a threat to any of UDC's legitimate security interests. Contractor will submit to all security checks that UDC deems necessary; including, but not limited to, searches of person and equipment. No one under the age of 18 will be allowed on property.

**5. Criminal Conviction Information:** Upon written request by UDC, CONTRACTOR shall provide (at its own expense) UDC with sufficient personal information about its agents or employees--and the agents and employees of its subcontractors (if any)--who will enter upon premises controlled, held, leased, or occupied by UDC during the course of performing this contract so as to facilitate a criminal record check, at state expense, on such personnel by UDC.

**6. Former Felons:** CONTRACTOR, in executing any duty or exercising any right under this contract, shall not cause or permit any of its agents or employees--or the agents or employees of its subcontractors (if any)--who have been convicted of a felony to enter upon any premises controlled, held, leased, or occupied by UDC. A given crime shall be deemed a felony if defined as such by the jurisdiction where the conviction occurred.

**7. Integration:** The parties declare this contract to be the final and complete expression of their agreement, and it shall not be contradicted, supplemented, or varied by any prior or contemporaneous oral or written agreements, representations, or understandings. **No modifications of this agreement will be binding on either party, unless made in writing and signed by persons authorized to sign agreements on behalf of the CONTRACTOR and UDC.**

**8. Non-appropriation of Funds:** UDC's continued performance after the start of the State of Utah's next fiscal year is expressly contingent upon funds for this contract being appropriated, budgeted, or otherwise made available. If funds are not made available for the next fiscal years, this contract will automatically terminate at the end of the current fiscal year.

**9. Occupational Safety and Health:** (This clause will be considered a part of this contract only if required by law, rule, or regulation). CONTRACTOR represents that it is in compliance with Occupational Safety and Health Administration (OSHA) standards on blood borne pathogens set forth in 29 CFR 1910.1030, for any of the CONTRACTOR'S employees who provide services to UDC pursuant to this contract.

**10. Paragraph and Section Headings:** Paragraph and section headings throughout this contract are used for the sole purpose of facilitating the quick location of various contract provisions. Consequently, such headings do not create contractual rights or obligations, nor are they to be construed as a substantive part of the paragraphs or sections to which they belong.

**11. Public Access to Contract Information:** This contract is a public document, and both CONTRACTOR and UDC shall allow members of the general public to inspect a copy of the same during their regular business hours. Interested parties may obtain a copy of this contract at their own expense.

**12. Monitoring and Review of Contract/Agreement:** UDC, either itself or through a designated third-party, will monitor and review CONTRACTOR's delivery of services and compliance with the contract/agreement. Monitoring shall include, but not be limited to, verification that specified duties are being properly performed, that appropriate documentation exists, that charges submitted are properly substantiated, and that payments are made in accordance with agreement costs. Monitoring of CONTRACTOR's records related to this contract/agreement may be performed with or without prior notification by UDC or its designee.

-----END OF ATTACHMENT B -----